

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. 2023-050**

Resolution approving the Seventeenth Amendment to the Joint Office of Homeless Services Intergovernmental Agreement between Multnomah County and the City of Portland.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County and the City of Portland entered into the Joint Office of Homeless Services Intergovernmental Agreement, dated July 1, 2016 (the "Agreement"), to centralize the funding, policy, and planning efforts of both the County and the City for homeless services by creating the Joint Office of Homeless Services ("Joint Office") at the County and to better align key services to people experiencing homelessness, with the goal of improving outcomes for people experiencing homelessness.
- b. Subsequently, the parties amended the Agreement by that certain First Amendment to the Agreement dated April 18, 2017; Second Amendment to the Agreement dated June 21, 2017; Third Amendment to the Agreement dated November 8, 2017; Fourth Amendment to the Agreement dated August 28, 2018; Fifth Amendment to the Agreement effective July 1, 2019; Sixth Amendment to the Agreement effective October 1, 2019; Seventh Amendment to the Agreement dated April 20, 2020; Eighth Amendment to the Agreement dated July 1, 2020; Ninth Amendment to the Agreement dated November 1, 2020; Tenth Amendment to the Agreement dated March 1, 2021; Eleventh Amendment to the Agreement dated July 1, 2021; Twelfth Amendment dated September 1, 2021; Thirteenth Amendment to the Agreement dated May 12, 2022; Fourteenth Amendment to the Agreement dated October 3, 2022; Fifteenth Amendment to the Agreement dated July 1, 2022; and Sixteenth Amendment to the Agreement dated May 2, 2023. The Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, and Sixteenth Amendment are referred to herein as the "Agreement."
- c. Residents within both jurisdictions expect measurable and immediate outcomes through the parties' investments in the Joint Office and the programs and services it provides. The changes set forth in the Seventeenth Amendment of the Agreement will support the parties efforts to develop measures to quantify and demonstrate the immediate community impact that those investments are yielding.
- d. The parties require more time to conclude negotiations on a new intergovernmental agreement for the Joint Office and have agreed to extend the term of the Agreement.

**The Multnomah County Board of Commissioners Resolves:**

1. The Seventeenth Amendment of the Agreement, attached as Exhibit A, is approved, and the Chair is authorized to sign the amendment.

**ADOPTED this 8<sup>st</sup> day of June 2023.**



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Jessica Vega Pederson, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

Jenny M. Madkour, County Attorney

SUBMITTED BY: Jessica Vega Pederson, Chair

**SEVENTEENTH AMENDMENT TO THE  
JOINT OFFICE OF HOMELESS SERVICES  
INTERGOVERNMENTAL AGREEMENT (CONTRACT # 30005335)**

This AMENDMENT NO. 17 TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (the “Amendment”) is effective May \_\_\_\_, 2023 (the “Effective Date”), and is made pursuant to the Joint Office of Homeless Services Intergovernmental Agreement (Contract #30005335), dated July 1, 2016, as amended (the “Agreement”), by and between Multnomah County, a municipal subdivision of the state of Oregon (“County”), and the City of Portland, a municipal corporation of the state of Oregon, acting by and through the Portland Housing Bureau (“City” or “PHB”). County and PHB may be referred to jointly as the “Parties” and individually as a “Party.” Except as otherwise noted, the meanings of defined terms in the Amendment are the same as those used in the Agreement.

**RECITALS**

- A. WHEREAS, the Parties are parties to the Agreement, which was amended by that certain: First Amendment to the Agreement dated April 18, 2017, Second Amendment to the Agreement dated June 21, 2017, Third Amendment to the Agreement dated November 8, 2017, Fourth Amendment to the Agreement dated August 28, 2018, Fifth Amendment to the Agreement effective July 1, 2019, Sixth Amendment to the Agreement effective October 1, 2019, Seventh Amendment to the Agreement dated April 20, 2020, Eighth Amendment to the Agreement dated July 1, 2020, Ninth Amendment to the Agreement dated November 1, 2020, Tenth Amendment to the Agreement dated March 1, 2021, Eleventh Amendment to the Agreement dated July 1, 2021, Twelfth Amendment dated September 1, 2021, Thirteenth Amendment to the Agreement dated May 12, 2022, Fourteenth Amendment to the Agreement dated October 3, 2022, Fifteenth Amendment to the Agreement dated July 1, 2022, and Sixteenth Amendment to the Agreement dated May 2, 2023. The Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, and Sixteenth Amendment are referred to herein as the “Agreement.”
- B. WHEREAS, the Parties require more time to conclude negotiations on a new intergovernmental agreement for the Joint Office of Homeless Services (“Joint Office”) and have agreed to extend the Term, defined below, of the Agreement.
- C. WHEREAS, the Parties require more time to explore measurable, community-wide indicators to assess the rate of homelessness within the geographic area covered by the City and County and to evaluate the Parties’ progress toward agreed upon goals.
- D. WHEREAS, the Parties require more time to explore how to improve coordination between the Joint Office, the City, and Community Solutions, and identify effective and efficient intervention strategies targeting specific segments of the City and County’s

homeless population, including, but not limited to, individuals who are chronically homeless, essential/frontline workers experiencing housing hardship, and individuals living on fixed incomes, inclusive of people with disabilities, elders and individuals with dual-diagnosis for mental health conditions.

- E. WHEREAS, the City’s Chief Administrative Officer requires more time to produce a detailed report outlining the findings of the collaborations described above, including recommendations for potential modifications to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Term Extension.** The Agreement at **Section 2** is hereby deleted in its entirety and replaced with the following:
  - 2. **Term.** This Agreement is effective on the Effective Date and will continue in effect for a period of eight (8) years (the “*Term*”), until June 30, 2024 (the “*Termination Date*”).
2. **Review.** To facilitate the Parties review and evaluation of their partnership under the Agreement, each Party agrees to share with the other such information and records reasonably requested in writing by the other Party with a focus on providing records by December 1, 2023.
3. **No Other Changes.** All other terms and conditions of the Agreement remain unchanged and in force. In the event that any terms in the Amendment conflict with terms in the Agreement, the terms in the Amendment shall supersede and otherwise take precedence over the terms in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**MULTNOMAH COUNTY:**

**CITY OF PORTLAND:**

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By: Jessica Vega Pederson, Chair  
Multnomah County Board of Commissioners

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By: Carmen Rubio, Housing Commissioner  
City of Portland

*Approved as to Form:*

*Approved as to Form:*

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County Attorney

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City Attorney